

RECORDATION NO. 20286-I FILED

AUG 18 '11 -11 15 AM

SURFACE TRANSPORTATION BOARD

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August 18, 2011

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Trust Agreement and Indenture Supplement No 5 (Amtrak Trust 96-A), dated as of August 18, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Trust Agreement and Indenture Supplement (Amtrak 96-A) previously filed with the Board under Recordation Number 20286-G.

The names and addresses of the parties to the enclosed document are.

Lessee: National Railroad Passenger Corporation
10 G Street, NE
Washington, DC 20002

Owner Trustee: Wilmington Trust Company
1100 North Market Street
Wilmington, DE 19890

Indenture Trustee: Manufacturers and Traders Trust Company
(successor-in-interest to The First National
Bank of Maryland)
25 South Charles Street
Baltimore, MD 21201

Chief, Section of Administration
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A description of the railroad equipment covered by the enclosed document is:

5 locomotives RELEASED: AMTK 3, 7, 8, 13 and 14; and 5 locomotives ADDED: AMTK 99 – AMTK 103.

A short summary of the document to appear in the index is:

Trust Agreement and Indenture Supplement No. 5 (Amtrak Trust 96-A).

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,


✓ Robert W. Alvord

RWA/sem
Enclosures

AUG 18 '11 - 11 15 AM

TRUST AGREEMENT AND INDENTURE SUPPLEMENT NO. 5

SURFACE TRANSPORTATION BOARD

THIS TRUST AGREEMENT AND INDENTURE SUPPLEMENT NO. 5 (Amtrak Trust 96-A) (the "*Indenture Supplement*"), dated as of August 18, 2011 between WILMINGTON TRUST COMPANY, a Delaware trust company, not in its individual capacity but solely as owner trustee under the Trust Agreement (Amtrak 96-A) (the "*Trust Agreement*") dated as of September 15, 1996 with Bank of America, N.A., as successor in interest to Nationsbank, National Association (in such capacity, the "*Owner Trustee*") and Manufacturer's and Traders Trust Company, as successor in interest to The First National Bank of Maryland (the "*Indenture Trustee*").

WITNESSETH:

WHEREAS, Owner Trustee and Indenture Trustee have entered into (i) that certain Amended and Restated Trust Indenture and Security Agreement (Amtrak Trust 96-A) dated as of June 15, 1997 (the "*Trust Indenture*"), which amends and restates that certain Trust Indenture and Security Agreement (Amtrak Trust 96-A) dated September 30, 1996 between the Owner Trustee and the Indenture Trustee, that certain Trust Agreement and Indenture Supplement No.1 (Amtrak Trust 96-A) dated September 30, 1996, a memorandum of which was recorded with the Surface Transportation Board on September 30, 1996 at 1:55 p.m. and assigned Recordation No. 20286-A and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on September 30, 1996 at 3:48 p.m., (ii) that certain Trust Agreement and Indenture Supplement No.2 (Amtrak Trust 96-A) dated December 23, 1996, a memorandum of which was recorded with the Surface Transportation Board on December 23, 1996 at 3 20 p.m. and assigned Recordation No. 20286-C and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on December 23, 1996 at 3 29 p.m., (iii) that certain Trust Agreement and Indenture Supplement No.3 (Amtrak Trust 96-A) dated March 27, 1997, a memorandum of which was recorded with the Surface Transportation Board on March 27, 1997 at 1:42 p.m. and assigned Recordation No. 20286-E and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on March 27, 1997 at 1:48 p.m., and (iv) that certain Trust Agreement and Indenture Supplement No.4 (Amtrak Trust 96-A) dated June 26, 1997, a memorandum of which was recorded with the Surface Transportation Board on June 26, 1997 at 1:25 p.m. and assigned Recordation No. 20286-G and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on June 26, 1997 at __: __p.m. (as modified, amended and supplemented, the "*Indenture*"; and capitalized terms used and not otherwise defined herein shall for all purposes of this Indenture Supplement have the respective meanings specified therefor in the Indenture),

WHEREAS, the Indenture provides that the Owner Trustee and the Indenture Trustee may enter into one or more amendments or supplements thereto, upon the execution of which, the Indenture will be modified in accordance therewith, and such amendment or supplement will form a part of the Indenture for all purposes; and

WHEREAS, Owner Trustee and Indenture Trustee desire to substitute the Units currently subject to the Lien of the Indenture described in Schedule 1 (the "*Replaced Units*") with the Units described in Schedule 2 attached hereto (the "*Replacement Units*");

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the parties hereto hereby agree as follows:

1. Owner Trustee hereby confirms and agrees that (i) effective on and after the date hereof, the Replacement Units shall be deemed subject to the Lien of the Indenture, (ii) without limiting the foregoing, Owner Trustee's rights and interests in the Replacement Units under the Operative Documents are deemed included in the Collateral, and (iii) from and after the date hereof, each Replacement Unit shall be deemed a "Unit" in place of the Replaced Units for all purposes of the Indenture.

2. Lender hereby confirms and agrees that, effective on the date hereof, the Replaced Units are released from the Lien of the Indenture, and that from and after the date hereof, each Replacement Unit shall be deemed a "Unit" in place of the Replaced Units for all purposes of the Indenture.

Owner Trustee hereby acknowledges, and Lessee has confirmed to the Owner Trustee, that, effective on the date hereof, the Replacement Units described in Schedule 2 attached hereto have been delivered to the Lessee, and have been inspected and duly accepted by the Lessee, and that said Schedule 2 contains a correct and complete description of the Replacement Units.

3 This Indenture Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

4 Each of the parties hereto hereby authorizes the preparation, execution, delivery and/or filing of such documents and records, including, without limitation, Uniform Commercial Code financing statements (including, initial financing statements, amendments, continuation statements, and termination statements), at the expense of the Lessee, that are required to carry out the intent and purposes of this Indenture Supplement and of the Lease.

IN WITNESS WHEREOF, the parties have caused this Indenture Supplement to be duly executed by their respective duly authorized officers as of the date first set forth above.

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Owner Trustee

By: 

Name:

Title:

Mark H. Brzoska
Financial Services Officer

STATE OF DELAWARE)
) ss.:
COUNTY OF NEW CASTLE)

On this 10 day of August, 2011 before me personally appeared Mark H. Brzoska, to me personally known, who, being by me duly sworn, says that he/she is the Financial Services Officer of WILMINGTON TRUST COMPANY, that the foregoing instrument was signed on behalf of said Delaware trust company by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said trust company.



Notary Public

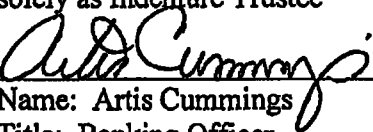
My Commission Expires: _____

PATRICK A. KANAR
Notary Public - State of Delaware
My Comm. Expires April 6, 2012



IN WITNESS WHEREOF, the parties have caused this Indenture Supplement to be duly executed by their respective duly authorized officers as of the date first set forth above.

MANUFACTURERS AND TRADERS TRUST
COMPANY, not in its individual capacity, but
solely as Indenture Trustee

By: 
Name: Artis Cummings
Title: Banking Officer

STATE OF MARYLAND)
) ss.:
CITY OF BALTIMORE)

On this 11th day of August, 2011 before me personally appeared Artis Cummings, to me personally known, who, being by me duly sworn, says that he/she is the Banking Officer of MANUFACTURERS AND TRADERS TRUST COMPANY, that the foregoing instrument was signed on behalf of said Delaware limited liability company by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said trust company.

Debra K. Smith - Seal

Notary Public

My Commission Expires: April 4, 2014



SCHEDULE 1 TO
INDENTURE SUPPLEMENT NO. 5

DESCRIPTION OF REPLACED UNITS

Equipment Type	Amtrak Equipment Numbers
Five (5) General Electric P42-DC Single Mode Diesel Locomotives	3, 7, 8, 13 and 14

SCHEDULE 2 TO
INDENTURE SUPPLEMENT NO. 5

DESCRIPTION OF REPLACEMENT UNITS

Equipment Type	Amtrak Equipment Numbers
Five (5) General Electric Model AMD- 103 Genesis Series Locomotives	99 through 103, inclusive

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated: 8/18/11



Robert W. Alvord